

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Guaranteed Lifetime Income Annuity
 SERFF Tr Num: NYLA-127130309 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable
 SERFF Status: Closed-Approved-Closed State Tr Num: 49124

Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Co Tr Num: 211-P102 State Status: Approved-Closed

Filing Type: Form

Authors: Susan Britton, Renata Bucaj
 Reviewer(s): Linda Bird

Date Submitted: 06/23/2011
 Disposition Date: 07/06/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Guaranteed Lifetime Income Annuity

Project Number: 211-P102

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: filed on 06/21/2011

Market Type: Individual

Individual Market Type:

Filing Status Changed: 07/06/2011

State Status Changed: 06/28/2011

Created By: Renata Bucaj

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Renata Bucaj

Filing Description:

This filing consist of a new single premium individual immediate fixed annuity policy, two new endorsements and three new riders.

Company and Contact

SERFF Tracking Number: NYLA-127130309 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124

Company Tracking Number: 211-P102

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Guaranteed Lifetime Income Annuity

Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Filing Contact Information

Renata Bucaj, Contract Consultant renata_bucaj@newyorklife.com
 1 Rockwood Road 914-846-3491 [Phone]
 Sleepy Hollow, NY 10591 914-846-4914 [FAX]

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 1 Rockwood Road Group Code: 826 Company Type:
 3N738 Group Name: State ID Number:
 Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
 (914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? Yes
 Fee Explanation: 6 forms @\$50.00=\$300.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$300.00	06/23/2011	49048784

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/06/2011	07/06/2011
Approved-Closed	Linda Bird	06/28/2011	06/28/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statement of Variability	Renata Bucaj	07/05/2011	07/05/2011
Supporting Document	Statement of Variability- Marked-Informational	Renata Bucaj	07/05/2011	07/05/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open filing	Note To Filer	Linda Bird	06/30/2011	06/30/2011

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

Disposition

Disposition Date: 07/06/2011

Implementation Date:

Status: Approved-Closed

Comment: Correction made to the Statement of Variables on the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127130309 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124

Company Tracking Number: 211-P102

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Guaranteed Lifetime Income Annuity

Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Statement of Variability- Marked- Informational		Yes
Form	Single Premium Immediate Fixed Annuity Policy		Yes
Form	Beneficiary Endorsement		Yes
Form	Beneficiary Endorsement		Yes
Form	Withdrawal Rider		Yes
Form	Withdrawal Rider		Yes
Form	Withdrawal Rider		Yes

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

Disposition

Disposition Date: 06/28/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127130309 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124

Company Tracking Number: 211-P102

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Guaranteed Lifetime Income Annuity

Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Statement of Variability- Marked- Informational		Yes
Form	Single Premium Immediate Fixed Annuity Policy		Yes
Form	Beneficiary Endorsement		Yes
Form	Beneficiary Endorsement		Yes
Form	Withdrawal Rider		Yes
Form	Withdrawal Rider		Yes
Form	Withdrawal Rider		Yes

SERFF Tracking Number: NYLA-127130309 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124
Company Tracking Number: 211-P102
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Guaranteed Lifetime Income Annuity
Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Amendment Letter

Submitted Date: 07/05/2011

Comments:

Dear Ms Bird:

Thank you for re-opening this file.

We are submitting for your records a revised Statement of Variability for Policy 211-P102. The SOV has been revised to reflect text entries for the applicable Annuity Income Payment option and corresponding benefit description that will display on the Policy Data Page if the Reduction of Income on joint life plans is selected. This language was inadvertently omitted from the original SOV.

Please substitute the previously submitted SOV-211-P102 with this version.

The policy form, and all other forms included in this submission have never been introduced into the market.

We have also included a marked (red-lined) copy of the SOV highlighting the revisions, for ease of review.

No changes have been made to the forms which were approved in this filing.

Thank you,

Renata Bucaj

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

SOV-206-310 (09-2011).pdf

SOV-211-E102.pdf

SOV-211-E103.pdf

SOV-211-R103.pdf

SOV-211-R107.pdf

SOV-211-P102-revised 7-5-11.pdf

User Added -Name: Statement of Variability- Marked- Informational

Comment: Attached is the Marked copy of the SOV for Policy for easy review

SOV- 211-P102-Marked 7-5-11.pdf

SERFF Tracking Number: NYLA-127130309 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124
Company Tracking Number: 211-P102
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Guaranteed Lifetime Income Annuity
Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Note To Filer

Created By:

Linda Bird on 06/30/2011 03:12 PM

Last Edited By:

Linda Bird

Submitted On:

06/30/2011 03:12 PM

Subject:

Request to re-open filing

Comments:

Filing has been re-opened in order of correction to be made.

SERFF Tracking Number: NYLA-127130309 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124

Company Tracking Number: 211-P102

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Guaranteed Lifetime Income Annuity

Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Form Schedule

Lead Form Number: 211-P102

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	211-P102	Policy/Cont Single Premium ract/Fratern Immediate Fixed al Annuity Policy Certificate	Initial		56.400	Policy-211-P102.pdf
	211-E102	Policy/Cont Beneficiary ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		59.500	Beneficiary Endorsement 211-E102.pdf
	211-E103	Policy/Cont Beneficiary ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53.100	Beneficiary Endorsement 211-E103.pdf
	211-R103	Policy/Cont Withdrawal Rider ract/Fratern al Certificate: Amendmen t, Insert Page,	Initial		50.700	Withdrawal Rider 211-R103.pdf

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

	Endorsement or Rider				
211-R107	Policy/Cont Withdrawal Rider	Initial		50.900	Withdrawal Rider 211-R107.pdf
	Certificate: Amendment, Insert Page, Endorsement or Rider				
206-310(09/2011)	Policy/Cont Withdrawal Rider	Revised	Replaced Form #: 206-310	52.200	Withdrawal Rider 206-310 (09-2011).pdf
	Certificate: Amendment, Insert Page, Endorsement or Rider		Previous Filing #: USPH−6TDQ CB248/00		

[Annuitant- - JOHN DOE]
[Policy Number- -00 000 000]
[Policy Date- -JANUARY 1, 2011]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]


The Corporation New York Life Insurance and Annuity Corporation (NYLIAC), a wholly-owned stock company incorporated in Delaware, will pay the benefits of this Single Premium Immediate Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

Annuity Income Payments On the Annuity Commencement Date, we will begin to make Annuity Income Payments to you or to the Payee(s) designated by you.

Right To Return Policy Please examine your Policy. Within 10 (ten) days, (or longer if required by state law), after receipt by the Owner, you may return it to the Corporation or to the agent through whom it was purchased, with a written request for a cancellation. Upon receipt of this request, the Policy will be void from the start, and a full Premium refund will be made.

The Issue Date is shown on the Policy Data Page.

If you have questions or concerns about your Policy, please contact us at www.newyorklife.com or call us at [1-800-598-2019].


President


Secretary

[New York Life Guaranteed Lifetime Income Annuity]

(An Individual Single Premium Immediate Fixed Annuity Policy)

Single Premium payable as shown on Policy Data Page

This Policy is Non-Participating.

Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant(s) -- [John Doe] **Age:** [65] [Male]

Policy Number -- [00 000 000]
Policy Date -- [January 1, 2011]
Owner(s) -- [The Annuitant]

Plan -- [Non-Qualified]

Single Premium: \$[250,000]

Annuity Commencement Date: [February 1, 2011]

Annuity Income Payment Option: [Single Life Annuity with Installment Refund]

\$[1,390] [Monthly], payable while the Annuitant is living.

If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

[Joint Life and 100% Survivor Annuity with Installment Refund]

\$[1,250] [Monthly], payable while either Annuitant is living.

If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.

If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).]

Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid in one sum to a Beneficiary, the present value of those payments will be calculated based on the following schedule of interest rates:

Payments in Policy Years [1 Through 5]	[3.30]%
Payments in Policy Years [6 Through 10]	[4.76]%
Payments in Policy Years [11 Through 20]	[5.45]%
Payments in Policy Years [21 Through 30]	[5.84]%

Annual Increase Option Selected: Annuity Income Payments will increase annually by [3]% for the duration of the Policy and will begin on the first anniversary of the Annuity Commencement Date.

Changing Needs Rider Option Selected:

On [February 1, 2014] your adjusted Annuity Income Payments will be [\$1,550 monthly] payable for the duration of the Policy.

Issue Date: [January 1, 2011]

Income Enhancement Option Rider Selected:

Beginning Index Interest Rate: [4.50%]

Ending Index Interest Rate: must be [6.50%] or higher for the option to activate

Adjusted Annuity Benefit, if the option activates: [\$1,640] [Monthly], payable for the duration of the Policy.

Adjusted Annuity Benefit Payment Date: [February 1, 2016]

If the Income Enhancement Option is activated, the Adjusted Annuity Benefit will be reduced for the [remainder of the Guaranteed Period] [duration of the Policy] by the exercise of the [40%] Withdrawal Rider.

[40% WITHDRAWAL RIDER

(See next page for rider information)]

[WITHDRAWAL RIDER

(See next page for rider information)]

Issue Date: [January 1, 2011]

POLICY DATA PAGE
(Page 2 Continued)

40% WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Available Withdrawal Effective Dates:
[February 1, 2016, February 1, 2021 or February 1, 2026]

Life Expectancy on the Policy Date:

<u>Annuitant(s)</u>	<u>Years</u>	<u>Months</u>
[John Doe]	[20]	[6]

Interest rates for discounting payments:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years [1 Through 5]	[3.30]%
Payments in Policy Years [6 Through 10]	[4.76]%
Payments in Policy Years [11 Through 20]	[5.45]%
Payments in Policy Years [21 Through 30]	[5.84]%
Payments after Policy Year [30]	[5.84]%

WITHDRAWAL RIDER

The following information is used to calculate the Withdrawal Benefit available under this rider:

Guaranteed Period on the Policy Date:

<u>Years</u>	<u>Months</u>
[20]	[0]

Interest rates for discounting payments:
These rates will be adjusted by the Interest Rate Change Adjustment (as defined in the rider) prior to discounting.

Payments in Policy Years [1 Through 5]	[3.30]%
Payments in Policy Years [6 Through 10]	[4.76]%
Payments in Policy Years [11 Through 20]	[5.45]%
Payments in Policy Years [21 Through 30]	[5.84]%
Payments after Policy Year [30]	[5.84]%

If this rider is exercised and an Annuitant is living at the expiration of the Guaranteed Period, Annuity Income Payments will resume on [January 1, 2031] as if this rider had not been exercised and will continue for the lifetime of the Annuitant(s). The amount of the Annuity Income Payments will be calculated to include applicable increases or decreases based on any option that was selected at the time of application.

RIDERS [AND ENDORSEMENTS] ATTACHED TO THIS POLICY ON THE POLICY DATE:

[40% Withdrawal Rider]
[Withdrawal Rider]
[Individual Retirement Annuity Endorsement]
[ROTH Individual Retirement Annuity Endorsement]

Issue Date: [January 1, 2011]
211-P102

SPECIMEN COPY

WE & YOU

In this Policy, the words “we”, “our”, “us”, “Corporation”, and “NYLIAC” refer to New York Life Insurance and Annuity Corporation, and the words

“you” or “your” refer to the Owner of this Policy. When you write to us, please include the Policy number, your full name, and your current address.

CONTENTS

	Page
POLICY DATA PAGE.....	2
DEFINITIONS	4
SECTION ONE- ANNUITY INCOME PAYMENTS	5
1.1 When Will Annuity Income Payments Begin?	5
1.2 May Monthly Annuity Income Payments Be Advanced?	5
SECTION TWO- POLICY OWNERSHIP	5
2.1 What Are The Rights Of Ownership Of This Policy?	5
2.2 May You Name A Successor Owner?	5
2.3 May You Change The Owner Of This Policy?	5
SECTION THREE- GENERAL PROVISIONS.....	6
3.1 What Constitutes The Entire Contract?	6
3.2 How Important Is The Information You Provide For This Policy?	6
3.3 Will We Be Able To Contest This Policy?	6
3.4 May We Require Proof That The Annuitant(s) Is Living?	6
3.5 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?.....	6
3.6 May You Assign This Policy?.....	6
3.7 How Do You Assign This Policy?.....	6
3.8 May You Change The Payee?	6
3.9 Does This Policy Have Cash Or Loan Values?	6
3.10 Do Annuity Income Payments Have Protection Against Creditors?	6
3.11 Is This Policy Subject To Conformity With Any Law?	6
RIDERS OR ENDORSEMENTS (if any).....	Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

AGE: The age of an Annuitant, as shown on the Policy Data Page, is the age as of the Policy Date. We count one-twelfth (1/12) of a year for each full month from the Annuitant's last birthday to the Policy Date.

ANNUITANT: The person(s) named on the Policy Data Page and whose life determines the Annuity Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which the first Annuity Income Payment under this Policy will be made.

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

ANNUITY PAYMENT DATE: The date upon which NYLIAC has agreed to make each Annuity Income Payment. The initial Annuity Income Payment will be made on the Annuity Commencement Date. Scheduled Annuity Income Payments will be made on the same date of the Payment Mode selected. If an Annuity Income Payment Date falls on a day that we are not open for business, we will make the payment on the next Business Day.

BUSINESS DAY: Any day NYLIAC is open for business.

ISSUE DATE: The date this Policy is produced for delivery.

LIFE CONTINGENT ANNUITY INCOME PAYMENT: Any Annuity Income Payment that requires an Annuitant to be living on a scheduled Annuity Income Payment Date.

NYLIAC ("Corporation, we, us, our"): New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER ("you, your"): The person(s) or entity(ies) designated as the Owner of this Policy as displayed on the Policy Data Page, or as subsequently changed.

PAYEE: The recipient(s) designated to receive the Annuity Income Payments under this Policy, or as subsequently changed.

PAYMENT MODE: The frequency that we agree to pay the Annuity Income Payments to the Payee. The frequency is displayed in the Annuity Income Payments section of the Policy Data Page.

POLICY DATA PAGE: Page two (2) of this Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date. Subsequent Policy Years begin on each Policy anniversary unless otherwise indicated.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan or program, under the Internal Revenue Code of 1986, as amended, including Sections 408 and 408(A).

SINGLE PREMIUM: The payment made to the Corporation as consideration for the benefits provided by this Policy. The Single Premium is the only payment that may be applied to this Policy.

SECTION ONE – ANNUITY INCOME PAYMENTS

1.1 When Will Annuity Income Payments Begin?

Annuity Income Payments will begin on the Annuity Commencement Date shown on the Policy Data Page. We will make Annuity Income Payments to you or to the Payee(s) designated by you, in the amount(s) and for the period(s) of time shown on the Policy Data Page.

1.2 May Monthly Annuity Income Payments Be Advanced?

If you are receiving scheduled monthly Annuity Income Payments, you may elect to receive seven Annuity Income Payments in one sum. If you exercise this option, you will receive a payment in one sum in an amount equal in value to the next scheduled monthly payment plus the next six scheduled monthly payments. Regularly scheduled monthly payments will resume in the month following

the month in which the seventh payment was scheduled to be made.

If the last surviving Annuitant dies before scheduled Annuity Income Payments resume, any advanced Life Contingent Annuity Income Payments that would not have been paid after the death of that Annuitant, must be returned.

Advanced Annuity Income Payments are fully taxable. This option can only be exercised three times and is only available while an Annuitant is living. You can exercise this option through a notice you sign with the facts that we need. Scheduled Annuity Income Payments must resume before this option may be exercised again. This option is not available if you are under age 59½ or if the Policy is a Qualified Plan.

SECTION TWO – POLICY OWNERSHIP

2.1 What Are The Rights Of Ownership Of This Policy?

The Owner has all rights of ownership in this Policy while the Annuitant is living. These rights include the right to assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, if applicable, receive Annuity Income Payments, name one or more Payees to receive these payments and change the Owner. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, the Owner does not need the consent of any successor Owner or, if applicable, a revocable Beneficiary. An Owner's rights of ownership end at his or her death.

2.2 May You Name A Successor Owner?

You may name a successor Owner (Non-Qualified Plan Policies only). A successor Owner may be named in the application, or in a notice you sign that gives us the facts that we need. The successor Owner will become the new Owner if the Owner(s) die while the Annuitant is living. For jointly owned policies, unless you specify otherwise the successor Owner will become the new Owner if the last surviving Owner dies while the Annuitant is living.

If no successor Owner survives you and you die while the Annuitant is living, your estate becomes the new Owner. For jointly owned policies, the estate of the last surviving Owner becomes the new Owner.

For Qualified Plan policies, no successor Owner may be named. However, for Qualified Plans with a joint Annuitant, the surviving Annuitant will become the successor Owner upon your death.

2.3 May You Change The Owner Of This Policy?

You may change the Owner (Non-Qualified Plan Policies only) of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant, or, if applicable, any Beneficiary. Changing the Owner or naming a new successor Owner cancels any prior choice of successor Owner.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

SECTION THREE – GENERAL PROVISIONS

3.1 What Constitutes The Entire Contract?

This entire contract consists of this Policy, any attached riders, endorsements or amendments and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the Policy, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No agent is authorized to change this contract or to waive any provisions of this contract.

3.2 How Important Is The Information You Provide For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. In the absence of fraud, all such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

3.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while the Annuitant(s) is living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

3.4 May We Require Proof That The Annuitant(s) Is Living?

We may require proof from you that the Annuitant is living on any Annuity Payment Date, but not more than once in any twelve-month period.

3.5 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If the Age or sex of an Annuitant is not correct as stated, any amounts payable under this Policy will be adjusted to what the single premium paid would have purchased at the correct Age and sex. If Annuity Income Payments were made based on an incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

3.6 May You Assign This Policy?

While the Annuitant is living, you may assign any interest you have in this Policy (Non-Qualified Plan Policies only). If you do this, your interest, and the interest of any Beneficiary, if applicable, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned. An assignee may not change the Owner, Payee, or, if applicable, the Beneficiary.

An assignment may have adverse tax consequences to you; please consult with your tax advisor.

3.7 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of an assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect on the date the assignment is signed, subject to any payment we made or action we took before receipt of the assignment.

3.8 May You Change The Payee?

You may name, revoke or change the Payee at any time by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If the Payee dies before all payments have been made under this Policy, we will pay you until you designate a different Payee.

3.9 Does This Policy Have Cash Or Loan Values?

This Policy does not have cash values or loan values.

3.10 Do Annuity Income Payments Have Protection Against Creditors?

Except as stated in this Policy's assignment provisions, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditor.

3.11 Is This Policy Subject To Conformity With Any Law?

Yes. This Policy is subject to all laws that apply. Benefits available under this Policy are not less than those required by any regulation or statute of the state for which this Policy is issued.

**New York Life Insurance and Annuity
Corporation**

A wholly-owned Stock Company Incorporated in
Delaware

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

**Single Premium Immediate Fixed Annuity
Policy**

Single Premium payable as shown on Policy Data
Page

This Policy is Non-Participating.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

BENEFICIARY ENDORSEMENT

This Endorsement is effective on the Policy Date. It is part of, and subject to, all other terms and provisions in the Policy to which it is attached.

The Policy is amended by adding the following Definition and Provisions:

DEFINITION

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit set forth in the Policy Data Page.

BENEFICIARY PROVISIONS

1. May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives the Annuitant(s). If no Beneficiary classified as primary survives the Annuitant(s), payment will be made to any Beneficiary surviving in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2. May You Change A Beneficiary?

While an Annuitant is living, a revocable Beneficiary designation may be changed by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.


3. What Happens If No Beneficiary Survives The Annuitant(s)?


If no Beneficiary for any death benefit amount payable, as described on the Policy Data Page or for a stated share, survives the Annuitant(s), the right to this amount or this share will pass to the Owner(s) as Beneficiary, or if no Owner is living, to the last surviving Owner's estate. If any Beneficiary dies at the same time as the Annuitant, or within fifteen (15) days after the death of the last surviving Annuitant, but before we receive Proof of Death for the Annuitant and all claim information, we will pay any amount payable as though the Beneficiary died first.

4. When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. When we receive Proof of Death for the Annuitant and a completed and signed claim form, a certificate of appointment (only if you are an Executor, Administrator, Legal Guardian or Conservator) and a copy of the assignment (only if the claim has been assigned for final expenses) from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

BENEFICIARY ENDORSEMENT

This Endorsement is effective on the Policy Date. It is part of, and subject to, all other terms and provisions in the Policy to which it is attached.

The Policy is amended by adding the following Definition and Provisions:

DEFINITION

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit set forth in the Policy Data Page.

BENEFICIARY PROVISIONS

1. May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives the Annuitant(s). If no Beneficiary classified as primary survives the Annuitant(s), payment will be made to any Beneficiary surviving in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

No amount will be payable to a Beneficiary unless the Annuitant dies before all guaranteed payments shown on the Policy Data Page have been paid.

2. May You Change A Beneficiary?

While an Annuitant is living, a revocable Beneficiary designation may be changed by providing us with a notice you sign that gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

3. May The Beneficiary Request To Receive Annuity Income Payments In One Sum?

Unless authorized in writing by you, a Beneficiary may not elect to receive Annuity Income Payments in one sum, other than as described in Section 7, or make any other change in any remaining Annuity Income Payments.

4. What Happens If A Beneficiary Who Is Receiving Annuity Income Payments Dies?

During the guaranteed period of Annuity Income Payments, if a Beneficiary who is receiving Annuity Income Payments dies, each remaining Annuity Income Payment will be paid to those Beneficiaries in the same class who are alive when that Annuity Income Payment becomes due. If the last surviving Beneficiary in a class dies while receiving Annuity Income Payments, any remaining payments will be paid to the surviving Beneficiaries in the next class, and so on. If the last Beneficiary in a class receiving Annuity Income Payments dies, and there is no succeeding class, the present value of any remaining Annuity Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Annuity Income Payments is always less than the total of those Annuity Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Annuity Income Payments.

5. What Happens If No Beneficiary Survives The Annuitant(s)?

If no Beneficiary for any death benefit amount payable, as described on the Policy Data Page, or for a stated share, survives the Annuitant(s), the right to this amount or this share will pass to the Owner(s) as Beneficiary, or if no Owner is living, to the last surviving Owner's estate. If any Beneficiary dies at the same time as the Annuitant, or within fifteen (15) days after the death of the last surviving Annuitant, but before we receive Proof of Death for the Annuitant and all claim information, we will pay any amount payable as though the Beneficiary died first.


6. When Will We Process A Request For Payment Of The Death Benefit?


Claim information must be submitted for each Beneficiary. When we receive Proof of Death for the Annuitant and a completed and signed claim form, a certificate of appointment (only if you are an Executor, Administrator, Legal Guardian or Conservator) and a copy of the assignment (only if the claim has been assigned for final expenses) from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit.

7. May The Guaranteed Annuity Income Payments Be Taken As A Single Sum After The Death Of The Annuitant(s)?

If the right to any guaranteed Annuity Income Payments remaining after the death of the Annuitant(s) passes to an assignee, or to a Beneficiary that is not a natural person (such as a trust, corporation or estate), payment may be made in one sum. If the payment is made in one sum, the amount of this payment will be the present value of the remaining guaranteed Annuity Income Payments. This Payment will be calculated using the interest rate shown on the Policy Data Page. The present value of any remaining guaranteed Annuity Income Payments is always less than the sum of those payments.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

40% WITHDRAWAL RIDER

This rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this rider and those of this Policy, the provisions of this rider will control. Capitalized terms used but not defined in this rider have the meaning set forth in this Policy.

DEFINITIONS

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding the Life Expectancy As Of The Policy Date to the Policy Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

LIFE EXPECTANCY AS OF THE POLICY DATE:

The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for a person of the same age and gender as the Annuitant, as shown on the Policy Data Page.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the interest rates shown on the Policy

Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and

D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: The amount equal to forty percent (40%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by forty percent (40%). Your right to receive the remaining sixty percent (60%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this rider upon submission to us of your Proof Of Financial Loss with your request to exercise this rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we

will provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This rider may not be exercised if:

- (i) you are under age 59 $\frac{1}{2}$; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you to receive any benefit under the terms of this rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?



There is no additional charge for this rider.

12. When Will This Rider End?

This rider will end on the earliest of the following:

- (i) the death of the Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitant's Life Expectancy As Of The Policy Date, as shown on the Policy Data Page.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

 President	 Secretary
---	---

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

40% WITHDRAWAL RIDER

This rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this rider and those of this Policy, the provisions of this rider will control. Capitalized terms used but not defined in this rider have the meaning set forth in this Policy.

DEFINITIONS

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

BUSINESS DAY: Any day NYLIAC is open for business.

FINANCIAL LOSS: A loss, incurred subsequent to the issuance of this Policy, resulting from damage to your residence that is caused by a natural event or accident such as a hurricane, tornado, flood, earthquake or fire. The damage must be (1) equal to, or greater than, (i) the Premium paid for this Policy, as shown on the Policy Data Page, or (ii) \$20,000, whichever is less; or (2) a loss for which you have qualified for Federal Emergency Management Agency ("FEMA") assistance.

FUTURE EXPECTED PAYMENTS: Annuity Income Payments expected to be made for the period of time immediately following the Withdrawal Effective Date to the date determined by adding either:

- (i) the Joint Life Expectancy As Of The Policy Date, shown on the Policy Data Page, to the Policy Date if both Annuitants have survived to the Withdrawal Effective Date; or
- (ii) the last surviving Annuitant's life expectancy as of the Policy Date, shown on the Policy Data Page, to the Policy Date if one of the Annuitants has not survived to the Withdrawal Effective Date.

INTEREST RATE CHANGE ADJUSTMENT:

1.25 x (A minus B) If A is greater than B
1.00 x (A minus B) If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

JOINT LIFE EXPECTANCY AS OF THE POLICY DATE: The average number of years remaining to live, as of the Policy Date shown on the Policy Data Page, for at least one of two persons, with the ages

and genders shown on the Policy Data Page. The average number of years remaining reflects the level of Annuity Benefits, shown on the Policy Data Page, expected to be made both before and after the death of either Annuitant.

PRESENT VALUE OF FUTURE EXPECTED PAYMENTS: Future Expected Payments discounted to the Withdrawal Effective Date using discount rates equal to the interest rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

PROOF OF FINANCIAL LOSS: For an insured loss, a copy of your insurance claim settlement document(s); for other loss, either (1) A FEMA Disaster Assistance Registration that indicates you have been approved by FEMA for Individual Financial Assistance, or (2) an appraisal prepared by a duly licensed person or entity.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and

D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The calculated price of a new contract that provides Annuity Income Payments equal to those you elect to withdraw, based on the price of contracts being issued on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: The amount equal to forty percent (40%) of the Present Value Of Future Expected Payments. If this Policy is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code, then the Withdrawal Benefit may be capped to comply with the Internal Revenue Service's required minimum distribution rules that apply to Individual Retirement Annuities.

WITHDRAWAL EFFECTIVE DATE: The date on which the Withdrawal Benefit is determined. This date is either the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date shown on the Policy Data Page, unless the withdrawal is the result of an approved Financial Loss. If the withdrawal is

the result of an approved Financial Loss, the Withdrawal Effective Date will be within fifteen (15) Business Days following approval.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Expected Payments will be reduced by forty percent (40%). Your right to receive the remaining sixty percent (60%) of Future Expected Payments will not be affected by the payment of the Withdrawal Benefit.

4. When Can You Exercise This Rider?

You must submit your request to exercise this rider at least fifteen (15) Business Days prior to the 5th, 10th or 15th anniversary of this Policy's Annuity Commencement Date. These dates are shown on the Policy Data Page. You may also exercise this rider upon submission to us of your Proof Of Financial Loss with your request to exercise this rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment, and if applicable, Proof Of Financial Loss. Within fifteen (15) Business Days of receipt of your request, we will provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and
- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you to receive any benefit under the terms of this rider. This Policy may not be assigned if it is issued as an Individual Retirement Annuity under section 408 or 408(A) of the Internal Revenue Code.

11. Is There An Additional Charge For This Rider?



There is no additional charge for this rider.

12. When Will This Rider End?

This rider will end on the earliest of the following:

- (i) the death of the last surviving Annuitant; or
- (ii) the payment of the Withdrawal Benefit under the terms of this rider; or
- (iii) the date on which the Policy has been in effect for a period equal to the Annuitants' Joint Life Expectancy As Of The Policy Date or, if applicable, the last surviving Annuitant's life expectancy as of the Policy Date, as shown on the Policy Data Page.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

 President	 Secretary
---	---

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

WITHDRAWAL RIDER

This rider is attached to, and made a part of this Policy. Where there is a conflict between the provisions in this rider and those of this Policy, the provisions of this rider will control. Capitalized terms used but not defined in this rider have the meaning set forth in this Policy.

DEFINITIONS

ANNUITY INCOME PAYMENTS: Periodic payments NYLIAC makes to the named Payee(s) beginning on the Annuity Commencement Date.

BUSINESS DAY: Any day NYLIAC is open for business.

FUTURE GUARANTEED PAYMENTS: Annuity Income Payments guaranteed for the period of time immediately following the Withdrawal Effective Date to the end of the Guaranteed Period

GUARANTEED PERIOD: The period shown in the Withdrawal Rider section on the Policy Data Page for which the Annuity Income Payments are guaranteed to continue even if an Annuitant dies. For Life With Cash Refund and Life With Installment Refund plans, the Guaranteed Period is determined by dividing the Premium shown on the Policy Data Page by the annualized Annuity Income Payments.

INTEREST RATE CHANGE ADJUSTMENT:

$1.25 \times (A \text{ minus } B)$ If A is greater than B
 $1.00 \times (A \text{ minus } B)$ If A is less than B

A = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the Withdrawal Effective Date.

B = 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve on the Policy Date.

PRESENT VALUE OF FUTURE

GUARANTEED PAYMENTS: Future Guaranteed Payments discounted to the Withdrawal Effective Date using discount rates equal to the interest rates shown on the Policy Data Page plus an Interest Rate Change Adjustment.

REPLACEMENT RATIO: The Replacement Ratio is C divided by D where:

C = The Withdrawal Benefit, and

D = The current price of new contracts, issued on the Withdrawal Effective Date, that provide guaranteed Annuity Income Payments equal to those you elect to withdraw.

If new contracts that provide the same guaranteed Annuity Income Payments are not being issued on the Withdrawal Effective Date, then:

D = The current price of the guaranteed Annuity Income Payments portion of a new contract, where the guaranteed Annuity Income Payments are the same as the guaranteed Annuity Income Payments you elect to withdraw on the Withdrawal Effective Date.

WITHDRAWAL BENEFIT: An amount equal to a selected percentage of the Present Value Of Future Guaranteed Payments. The selected percentage may be any percentage up to 100%.

WITHDRAWAL EFFECTIVE DATE: The Business Day on which the Withdrawal Benefit is determined.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This rider allows you to receive the Withdrawal Benefit in one sum only.

2. What Is The Purpose Of Disclosure Of The Replacement Ratio?

Reviewing the Replacement Ratio may help you decide if withdrawing this money is the right

decision for you. A Replacement Ratio greater than one (1.00) indicates that the Withdrawal Benefit is more than enough to purchase guaranteed Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal. A Replacement Ratio less than one (1.00) indicates that the Withdrawal Benefit is not enough to purchase guaranteed Annuity Income Payments equal to those being withdrawn, based on prices in effect at the time of the withdrawal.

3. Does This Rider Affect Future Annuity Income Payments?

Following the Withdrawal Effective Date, Future Guaranteed Payments will be reduced by the selected percentage of the Present Value Of Future Guaranteed Payments withdrawn. Your right to receive any remaining Future Guaranteed Payments will not be affected by the payment of the Withdrawal Benefit. If an Annuitant is still living at the end of the Guaranteed Period, full Annuity Income Payments will resume for the lifetime of the Annuitant(s).

4. When Can You Exercise This Rider?

This rider can be exercised at any time during the Guaranteed Period except as otherwise provided in this rider.

5. How Can You Determine The Withdrawal Benefit?

You may, at any time, request information on the Withdrawal Benefit. Within fifteen (15) Business Days of receipt of your request, we will provide you with the information described in items (i), (ii) and (iii) of Provision 6. This information will be based on applicable interest rates, the then current Interest Rate Change Adjustment, and subject to any limitations in this rider, a Withdrawal Effective Date of your choosing.

6. How Do You Exercise This Rider?

To receive the Withdrawal Benefit, you must submit a written and signed request for payment. Within fifteen (15) Business Days of receipt of your request, we will provide you, if not previously provided, notification of:

- (i) the amount of the Withdrawal Benefit payable and the Withdrawal Effective Date;
- (ii) the amount of the future Annuity Income Payments following the Withdrawal Effective Date; and

- (iii) the current Replacement Ratio.

Once we have provided you with the information in (i), (ii) and (iii) above, and you submit a written and signed request for payment, we will pay the Withdrawal Benefit within fifteen (15) Business Days of receipt of such request. The Withdrawal Benefit paid will be adjusted to reflect any Annuity Income Payments, and any change in the 10-Year Treasury Constant Maturity Rate, made subsequent to our providing you with the information in (i), (ii) and (iii) above. The Interest Rate Change Adjustment applied will be determined based on the 10-Year Treasury Constant Maturity Rate as published by the Federal Reserve in effect five (5) Business Days prior to the actual Withdrawal Effective Date.

7. How Often Can You Exercise This Rider?

This rider can be exercised only once while it is in effect.

8. Are There Any Limitations On Exercising This Rider?

This rider may not be exercised if:

- (i) you are under age 59 ½; or
- (ii) the Withdrawal Benefit is determined to be less than \$2,500; or
- (iii) the rider has ended as explained in Provision 12.

9. What Is The Effective Date Of This Rider?

This rider is effective as of the Policy Date.

10. Is The Withdrawal Benefit Subject To The Rights Of Any Assignee?

If you assign this Policy, you must provide us with each assignee's written consent for you to receive any benefit under the terms of this rider.

11. Is There An Additional Charge For This Rider?

There is no additional charge for this rider.

12. When Will This Rider End?

This rider will end on the earliest of the following:

- (i) the end of the Guaranteed Period; or
- (ii) the death of the Annuitant, or the last surviving Annuitant if there are Joint Annuitants; or
- (iii) the payment of the Withdrawal Benefit under the terms of this rider.

13. How Does Exercising This Rider Affect the Payment To The Beneficiary On Life With Cash Refund and Life With Installment Refund Plans?

If this rider is exercised under a Life With Cash Refund and Life With Installment Refund plans, it may result in no refund, or a refund of less than the Premium paid for this Policy. The portion of the Premium Payment, if any, that may be due to a Beneficiary upon the death of the Annuitant(s) will be reduced by an amount equal to the present value adjustment applied to the Withdrawal Benefit. The present value adjustment is equal to:

- (i) the difference between the Premium Payment and the total Annuity Income Payments made immediately prior to the Withdrawal Effective Date, multiplied by the selected percentage of the Present Value Of Future Guaranteed Payments; minus
- (ii) the one sum Withdrawal Benefit.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachment:		
Cert-Readability-AR.pdf		

	Item Status:	Status Date:
Bypassed - Item:	Application	
Bypass Reason:	filed separatly SERFF #NYLA-127285456	
Comments:		

	Item Status:	Status Date:
Satisfied - Item:	Life & Annuity - Acturial Memo	
Comments:		
Attachment:		
Actuarial Memo 211-P102 .pdf		

	Item Status:	Status Date:
Satisfied - Item:	Cover Letter	
Comments:		
Attachment:		
Cover Letter - AR .pdf		

	Item Status:	Status Date:
Satisfied - Item:	Certification of Compliance	

SERFF Tracking Number: NYLA-127130309 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 49124
Company Tracking Number: 211-P102
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Guaranteed Lifetime Income Annuity
Project Name/Number: Guaranteed Lifetime Income Annuity/211-P102

Comments:

Attachment:

Certificate of Compliance-AR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

SOV-206-310 (09-2011).pdf
SOV-211-E102.pdf
SOV-211-E103.pdf
SOV-211-R103.pdf
SOV-211-R107.pdf
SOV-211-P102-revised 7-5-11.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability- Marked-
Informational

Comments:

Attached is the Marked copy of the SOV for Policy for easy review

Attachment:

SOV- 211-P102-Marked 7-5-11.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: New York Life Insurance and Annuity Corporation

This is to certify that the forms referenced below have achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
211-P102	56.4
206-310 (09/2011)	52.2
211-R103	50.7
211-R107	50.9
211-E102	59.5
211-E103	53.1



Suzanne Wolf
Assistant Vice President – Product Development

____ June 23, 2011 _____

Date



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf
Assistant Vice President - Product Development
Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551
E-Mail: Suzanne_Wolf@newyorklife.com

June 23, 2011

Hon. Jay Bradford
Commissioner
1200 W. Third Street
Little Rock, AR 72201-1904

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
N.A.I.C. NO.: 826-91596
F.E.I.N.: 13-3044743

Form No.: 211-P102 Individual Single Premium Immediate Annuity Contract
211-E102 Beneficiary Endorsement
211-E103 Beneficiary Endorsement
211-R103 Withdrawal Benefit Rider
211-R107 Withdrawal Benefit Rider
206-310 (09/2011) Withdrawal Benefit Rider

Dear **Hon. Jay Bradford**:

We are enclosing for your approval a new individual single premium immediate fixed annuity policy, two endorsements, and three riders. The policy and related forms will be issued by New York Life Insurance and Annuity Corporation (NYLIAC). We intend to introduce this policy and accompanying forms on or about October 1, 2011, subject to approval by your Department. Additional information regarding these forms is provided below, and the chart that follows this letter lists all forms that will be used with this new policy.

Please note that a new application will be used to apply for the above-referenced policy form. It is being filed concurrently under separate cover (SERFF No.NYLA-127285453).

Policy Form 211-P102

Policy form 211-P102, which is non-participating, will be made available individually through the Company's agents only, however, at some time in the future, NYLIAC may offer these forms through independent agencies (independent distribution channel). This policy replaces policy forms 203-169, 203-170, 203-171, 203-172, 203-173, 203-174, and 210-195 (approved by your

Department on 10/10/2003 and 7/16/2010, respectively) in the Company's agency distribution channel. This new policy consolidates the seven annuity income payment plans offered in each of the aforementioned policy forms being replaced.

This product will be available for the "non-tax qualified" market and for the "tax-qualified" market, specifically, the Individual Retirement Annuity (IRA) market, including Traditional IRA plans, Inherited Traditional IRA plans, Roth IRA plans, and Inherited Roth IRA plans.

This policy can be issued either as a single life annuity or a joint life annuity based on the annuity income payment plan. There are seven annuity income payment plans available under the policy as follows:

Life Only: This plan can be issued either as a single life annuity or a joint life annuity. This plan provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living, no further payments will be made and no part of the premium will be refunded.

Life with Period Certain: This plan can be issued either as a single life annuity or a joint life annuity. This plan provides for annuity income payments for a guaranteed period of time or for as long as an annuitant is living, whichever is later. If no annuitant is living before all payments for the guaranteed number of years elected by the owner have been made, we will continue to make annuity payments to the named beneficiary until all payments have been made for the remaining guaranteed number of years.

Life with Cash Refund: This plan can be issued either as a single life annuity or a joint life annuity. Annuity income payments will continue only as long as an annuitant is living. If no annuitant is living and the amount of the annuity income payments made is less than the premium paid for the policy at the death of the last surviving annuitant, we will pay the difference between the annuity income payments made and the premium paid in a single sum to the named beneficiary.

Life with Installment Refund: This plan can be issued either as a single life annuity or a joint life annuity. This plan provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living and the amount of the annuity income payments made is less than the premium paid for the policy at the death of the last surviving annuitant, the annuity income payments will continue at the scheduled frequency, payable to the beneficiary, until the total payments equal the premium paid.

Primary and Secondary Joint Life: This plan is issued only as a joint life annuity. This plan provides a life annuity without refund that will be issued on the life of a "Primary and Secondary" annuitant. The policy provides that annuity income payments will continue as long as either annuitant is living. However, if the Primary annuitant should die, the payee(s) will receive a reduced annuity income payment as elected by the owner for as long as the Secondary annuitant is living. If the Secondary annuitant should predecease the Primary annuitant, 100% of the annuity income payment amount will continue to the payee(s) as long as the Primary annuitant is living. At the death of the last

surviving annuitant, no further payments will be made and no part of the premium will be refunded.

Primary and Secondary Joint Life with Period Certain: This plan is issued only as a joint life annuity. It provides a life annuity with a guaranteed period that will be issued on the life of a “Primary and Secondary” annuitant. If the last annuitant dies before all income payments for the guaranteed number of years elected by the owner have been made, we will continue to make payments to the named beneficiary until all payments have been made for the guaranteed number of years. Similar to Primary and Secondary Joint Life, if the Primary annuitant should die, the payee(s) will receive a reduced annuity income payment amount as elected by the owner for as long as the Secondary annuitant is living. If the Secondary annuitant should pre-decease the Primary annuitant, 100% of the annuity income payment amount will continue to the payee(s) as long as the Primary annuitant is living.

Life with Percent of Premium Death Benefit: This plan can be issued either as a single life annuity or a joint life annuity. Similar to the Life Only payment plan, this plan provides that annuity income payments will continue only as long as an annuitant is living. If no annuitant is living, no further annuity payments will be made. However, this plan also features a “percent of premium” death benefit. This benefit can be either 25% or 50% of the premium paid, as elected by the owner. Upon death of the annuitant(s), this death benefit will be paid to the named beneficiary.

Beneficiary Endorsements 211-E102 and 211-E103

The Beneficiary Endorsements amend the policy by providing the terms under which a beneficiary may receive the policy’s death benefit.

Form 211-E102 amends policy form number 211-P102 when issued as a Life with Cash Refund or Life with Percent of Premium Death Benefit.

Form 211-E103 amends policy form number 211-P102 when issued as a Life with Period Certain, Life with Installment Refund or Primary and Secondary Joint Life with Period Certain.

Withdrawal Riders 211-R103, 211-R107, and 206-310 (09/2011)

These riders are available with new issues of the policy at no charge. One of the three riders is always attached to the issued policy. The riders provide policy owners with access to a portion of the present value of their annuity benefits, as described below. These riders replace rider forms 206-308, 206-309, and 206-310 (approved by your Department on 09/19/2006) in the Company’s agency distribution channel.

Rider forms 211-R103 and 211-R107 allow the owner to make a one-time lump sum withdrawal equal to 40% of the present value of future expected payments. Future expected payments, following the withdrawal effective date, will be reduced by 40%. This option can

be exercised only once on either the 5th, 10th, or 15th anniversary from the annuity commencement date or upon submission to us of proof of financial loss as defined in the rider.

Rider form 211-R103 is designed for use when policy form 211-P102 is issued on a single life as either a “tax-qualified” or a “non-tax qualified” plan, subject to certain benefit option limitations.

Rider form 211-R107 is designed for use when policy form 211-P102 is issued on a joint life as either a “tax-qualified” or a “non-tax qualified” plan, subject to certain benefit option limitations.

Rider form 206-310 (09/2011) allows the owner to make a one-time lump sum withdrawal equal to an elected percentage of the present value of future guaranteed payments. The elected percentage may be any percentage up to 100%. Future guaranteed payments, if any, following the withdrawal effective date, would be reduced by the elected percentage of the present value of future guaranteed payments.

This rider is designed for use when policy form 211-P102 is issued on a single life or a joint life “non tax-qualified” plan and on a single life Roth IRA plan, subject to certain benefit option limitations.

Policy Optional Features

Annuity Income Payment Advance – Each new policy issued on a monthly income basis allows the owner to elect seven months worth of “accelerated” annuity payments. If an owner elects this feature, then he or she will receive a payment in one sum equal to the value of his or her next scheduled monthly payment plus the next six scheduled monthly payments. This is not a commutation of the payments. Regularly scheduled monthly payments will resume in the month following the month in which the seventh payment was scheduled to be made. This feature can only be exercised three times during the life of the policy and is only available while the annuitant is living. Additional details are provided in the policy.

Annuity Income Payment Annual Increase Option – The owner may elect, prior to issuance of the policy, at no charge, an annual annuity income payment increase that provides a means for the owner to offset the effects of inflation on future payments. This option is not available if the policy owner elects the Changing Needs Rider or the Income Enhancement Option Rider.

Optional Riders

The following riders have been filed with and approved by your Department and will be used with the enclosed policy form. Approval information is provided in the chart that follows this letter.

Changing Needs Rider – This rider, which must be elected prior to issuance of the policy, at no charge, is available on a single life and joint life basis. It allows the policy owner to elect a one-time change in the amount of their immediate annuity income payments. Payments may be increased by any amount between 1% and 400% of the original amount, or reduced by any amount between 1% and 50% of the original amount. This payment adjustment is available only one time on a date that is at least three years after the Annuity Commencement Date, but no later than the Annuity Payment Date immediately prior to the Annuitant's 91st birthday. It is currently available for the "non-tax qualified" market only. However, subject to applicable IRS requirements, we may also consider offering it to the "tax qualified" market in the future. It is not available if the policy owner elects the Annual Increase Option or the Income Enhancement Option Rider. Additional details are provided in the rider.

Income Enhancement Option Rider – This rider, which must be elected prior to issuance of the policy, at no charge, is available on a single life basis and a joint life with 100% to the survivor only. It offers an increased lifetime income payment amount after the fifth policy anniversary, subject to the performance of an external index. The option activates, and the increase in payments occurs, if the interest rate index, as defined in the rider, increases by at least two-percent (2.0%) during a specified time period. Should the index fail to increase by two-percent (2.0%) or more during the specified time period, the option does not activate, and no change in income payments will occur.

If the option activates, the change in the income payment amount is calculated by adding two-percent (2.0%) to the interest-crediting rates that were used to determine the original income payment amount even if the interest rate index increases by more than two-percent (2.0%) during the period specified in the rider. Additionally, the increased income payment amount is based on the age of the annuitant at policy issue. The income payment amount will be slightly less for those who elect this option than for those who do not elect it at least for the first five policy years and, if the option is not activated, for the entire duration of the policy. This rider will initially be available for the "non-tax qualified" market. However, subject to applicable IRS requirements, we may also consider offering it to the "tax qualified" market in the future. It is not available if the policy owner elects the Annual Increase Option or the Changing Needs Rider. Additional details are provided in the rider.

Statements of Variability

Variable material in each submitted form is denoted with brackets and the enclosed Statements of Variability describe each variable item.

Domicile Approval Status

Policy form 211-P102, endorsements 211-E102 and 211-E103, and riders 211-R103, 211-R107, and 206-310 (09/2011), were filed with the Insurance Department of our domicile state of Delaware on 06/21/2011 and are pending approval.

Additional Information

These forms will be pre-printed or laser-emitted with identical language approved by your Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic and type of font (point size no less than 10) of these forms without resubmitting for approval, unless otherwise informed.

We would appreciate receiving your approval of these new forms at your earliest convenience. If you have any questions regarding this submission, you may contact me at the phone number or e-mail address noted above.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne Wolf".

Suzanne Wolf
Assistant Vice President – Product Development

SW: rb

New York Life Insurance and Annuity Corporation Forms that will be used with policy form 211-P102 In the state of Arkansas		
Form Number	Brief Description	Approval Information
211-A102	Application (Company agents)	Pending – Filed under separate cover (SERFF #NYLA-127285453)
211-E102	Beneficiary Endorsement	Pending
211-E103	Beneficiary Endorsement	Pending
211-R103	40% Withdrawal Rider (single life)	Pending
211-R107	40% Withdrawal Rider (joint life)	Pending
206-310 (09/2011)	Withdrawal Rider	Pending
205-300	Changing Needs Rider	6/3/2005
206-300	Income Enhancement Option Rider	2/22/2006
6236-02	Traditional IRA Endorsement	8/11/2003
6430-07	Roth IRA Endorsement	8/28/2009

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): 211-P102, 206-310(09/2011), 211-R103, 211-R107
211-E102 and 211-E103

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.



Signature

Suzanne Wolf

Name

Assistant Vice President, Product Development

Title

06/23/2011

Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Withdrawal Rider
Form Number: 206-310 (09/2011)**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Beneficiary Endorsement
Form Number: 211-E102**

The following comments describe the nature and scope of the variable material denoted with brackets on the Endorsement. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Beneficiary Endorsement
Form Number: 211-E103**

The following comments describe the nature and scope of the variable material denoted with brackets on the Endorsement. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
40% Withdrawal Rider
Form Number: 211-R103**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
40% Withdrawal Rider
Form Number: 211-R107**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Explanation of Variability
Officer's Signatures and or Titles	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles shown are those in effect at the time of this form filing.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 211-P102**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant's elections at the time of purchase of the Policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer Title & Signature	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Marketing Name	Cover Page	To allow for flexibility in changing the marketing name of this Policy.
Plan	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. All plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Traditional IRA• Inherited IRA• ROTH IRA• Inherited Roth IRA
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount and the payment frequency (Payment Mode).

		<p>Payment Mode: To allow for flexibility of changing the availability of payment modes. Currently, all payment modes are available: monthly, quarterly, semi-annual or annual.</p> <p><u>Reduction of income on joint life plans:</u> Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 40% and 99%. Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.</p> <p>The following text entries for the Annuity Income Payment option and corresponding benefit description will display on the Policy Data Page based on the Income Option chosen:</p> <p><u>For Life Only Annuity</u></p> <ul style="list-style-type: none"> • Single Life Annuity [XXXXX] [mode], payable only while the Annuitant is living. • Joint Life and 100% Survivor Annuity [XXXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. • Joint Life and [XX%] Survivor Annuity (Reduction of Income) [XXXXX] [Monthly], payable while both Annuitants are living. [XXXX] [Monthly], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.] <p><u>For Life with Cash Refund</u></p> <ul style="list-style-type: none"> • Single Life Annuity with Cash Refund [XXXXX] [mode], payable while the Annuitant is living. If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one sum. If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). • Joint Life and 100% Survivor Annuity with Cash Refund [XXXXX] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one
--	--	---

		<p>sum.</p> <p>If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).</p> <p><u>For Life with Period Certain</u></p> <ul style="list-style-type: none"><p>Single Life Annuity with [XX] Years [XX] Months Period Certain [\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p><p>If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p><table><tr><td>Payments in Policy Years [1 through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 through 30]</td><td>[XX.XX]%</td></tr></table><p>Joint Life and 100% Survivor Annuity with [XX] Years [XX] Months Period Certain [\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p><p>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p><table><tr><td>Payments in Policy Years [1 through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 through 30]</td><td>[XX.XX]%</td></tr></table>	Payments in Policy Years [1 through 5]	[XX.XX]%	Payments in Policy Years [6 through 10]	[XX.XX]%	Payments in Policy Years [11 through 20]	[XX.XX]%	Payments in Policy Years [21 through 30]	[XX.XX]%	Payments in Policy Years [1 through 5]	[XX.XX]%	Payments in Policy Years [6 through 10]	[XX.XX]%	Payments in Policy Years [11 through 20]	[XX.XX]%	Payments in Policy Years [21 through 30]	[XX.XX]%
Payments in Policy Years [1 through 5]	[XX.XX]%																	
Payments in Policy Years [6 through 10]	[XX.XX]%																	
Payments in Policy Years [11 through 20]	[XX.XX]%																	
Payments in Policy Years [21 through 30]	[XX.XX]%																	
Payments in Policy Years [1 through 5]	[XX.XX]%																	
Payments in Policy Years [6 through 10]	[XX.XX]%																	
Payments in Policy Years [11 through 20]	[XX.XX]%																	
Payments in Policy Years [21 through 30]	[XX.XX]%																	

		<p>Joint Life and [XX%] Survivor Annuity With [20] Years and [0] Months Period Certain (Reduction of Income)</p> <p>[\$XXXX] [Monthly], payable while both Annuitant are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [Monthly], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.</p> <p>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).]</p> <p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <table><tr><td>Payments in Policy Years [1 Through 5]</td><td>[3.30]%</td></tr><tr><td>Payments in Policy Years [6 Through 10]</td><td>[4.76]%</td></tr><tr><td>Payments in Policy Years [11 Through 20]</td><td>[5.45]%</td></tr><tr><td>Payments in Policy Years [21 Through 30]</td><td>[5.xx]%</td></tr></table> <p>For the Life with Guaranteed Period option, Years and Months are the periods for which Annuity Income Payment is guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.</p> <p>Guaranteed Period: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p><u>For Life With Installment Refund</u></p> <ul style="list-style-type: none"><p>Single Life Annuity with Installment Refund</p><p>[\$1,390.00] [Monthly], payable while the Annuitant is living.</p><p>If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.</p><p>If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be</p>	Payments in Policy Years [1 Through 5]	[3.30]%	Payments in Policy Years [6 Through 10]	[4.76]%	Payments in Policy Years [11 Through 20]	[5.45]%	Payments in Policy Years [21 Through 30]	[5.xx]%
Payments in Policy Years [1 Through 5]	[3.30]%									
Payments in Policy Years [6 Through 10]	[4.76]%									
Payments in Policy Years [11 Through 20]	[5.45]%									
Payments in Policy Years [21 Through 30]	[5.xx]%									

		<p>calculated based on the following schedule of interest rates:</p> <table><tr><td>Payments in Policy Years [1 Through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 Through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 Through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 Through 30]</td><td>[XX.XX]%</td></tr></table> <ul style="list-style-type: none">Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [Monthly], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates: <table><tr><td>Payments in Policy Years [1 Through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 Through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 Through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 Through 30]</td><td>[XX.XX]%</td></tr></table> <p><u>For Life Annuity With Percent of Premium Death Benefit</u></p> <ul style="list-style-type: none">Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living. Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant.Joint Life and [XX]% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease after the death of the last surviving Annuitant. Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.	Payments in Policy Years [1 Through 5]	[XX.XX]%	Payments in Policy Years [6 Through 10]	[XX.XX]%	Payments in Policy Years [11 Through 20]	[XX.XX]%	Payments in Policy Years [21 Through 30]	[XX.XX]%	Payments in Policy Years [1 Through 5]	[XX.XX]%	Payments in Policy Years [6 Through 10]	[XX.XX]%	Payments in Policy Years [11 Through 20]	[XX.XX]%	Payments in Policy Years [21 Through 30]	[XX.XX]%
Payments in Policy Years [1 Through 5]	[XX.XX]%																	
Payments in Policy Years [6 Through 10]	[XX.XX]%																	
Payments in Policy Years [11 Through 20]	[XX.XX]%																	
Payments in Policy Years [21 Through 30]	[XX.XX]%																	
Payments in Policy Years [1 Through 5]	[XX.XX]%																	
Payments in Policy Years [6 Through 10]	[XX.XX]%																	
Payments in Policy Years [11 Through 20]	[XX.XX]%																	
Payments in Policy Years [21 Through 30]	[XX.XX]%																	

		<ul style="list-style-type: none"> Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income) [XXXXX] [Monthly], payable while both Annuitants are living. [XXXX] [Monthly], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.] Death Benefit: [XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.] Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid. Primary and [XX%] Secondary Joint Life Annuity [XXXXX] [mode], payable while the Primary Annuitant is living. [XXXX] [mode], payable after the death of the Primary Annuitant and while the Secondary Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will receive a percentage of the Annuity Income Payment amount as specified. Primary and [XX%] Secondary Joint Life Annuity With [XX] Years and [XX] Months Period Certain [XXXXX] [mode], payable while the Primary Annuitant is living or for [XX] Years and [XX] Months, whichever is later. [XXXX] [mode], payable after [XX] Years and [XX] Months or after the death of the Primary Annuitant, whichever is later, while the Secondary Annuitant is living. Annuity Income Payments will continue for at least [XX] Years and [XX] Months. If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies) upon the death of the last surviving Annuitant. While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will continue to receive 100% of the Annuity Income Payments during the guaranteed period and thereafter a percentage of the Annuity Income
--	--	--

		<p>Payment amount as specified.</p> <p>Upon death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <p style="text-align: center;"> Payments in Policy Years [1 Through 5] [XX.XX]% Payments in Policy Years [6 Through 10] [XX.XX]% Payments in Policy Years [11 Through 20] [XX.XX]% Payments in Policy Years [21 Through 30] [XX.XX]% </p> <p>For Primary and [XX%] Secondary Joint Life Annuity with [XX] Years and [XX] Months Period Certain, Years and Months are the periods for which Annuity Income Payment is guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.</p> <p>Guaranteed Period: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p>The following further clarifies the language for the commuted value above under each applicable Income Payment Option. Life with Period Certain, Life With Installment Refund and Primary and Secondary Joint Life Annuity With Period Certain:</p> <p>Interest rates shown are those used to calculate the commutation values of any guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The currently available percentages for this option are any whole number between and including 1% through 10%. The percentage range for this option is any whole number between and including 1% and 20%.
Changing Needs Rider Option Selected	Policy Data Page	To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.

Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider Option is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>If the policy is issued on a non-tax qualified basis or a single life Roth IRA, the last sentence of this rider description will include the phrase “remainder of the Guaranteed Period.”</p> <p>If the policy is issued on a tax-qualified basis, the last sentence of this rider description will include the phrase “life of the Policy” and reference to the 40% Withdrawal Rider.</p>
Withdrawal Rider Title And Associated Parenthetical Language	Policy Data Page	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit chosen.</p> <p>If the 40% Withdrawal Rider is included in the policy, the following will display:</p> <p>[40% WITHDRAWAL RIDER] <i>(See next page for rider information)</i></p> <p>If the Withdrawal Rider that allows commutation of the guaranteed values is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER] <i>(See next page for rider information)</i></p>
Withdrawal Rider Information	Policy Data Page	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider based on the following criteria:</p> <p><u>40% Withdrawal Rider</u> The 40% Withdrawal Benefit Rider information will display as follows: Available with Life Annuity – qualified & non-qualified plans. Also available with Life with Cash Refund, Life with Guaranteed Periods, Primary and Secondary Joint Life, Primary and Secondary Joint Life With Guaranteed Period and Life with Installment Refund - qualified plans only. Life With Percent Of Premium death –non qualified plans only. Exception, for Roth Plans: the 40% Withdrawal Rider is available only with Joint Plans.</p> <p>Available Effective Withdrawal Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u></p>

		<p>The Withdrawal Benefit Rider (up to 100%) Information will display as follows: Available with Life with Cash Refund, Life with Guaranteed Periods, and Life with Installment Refund, non-qualified plans only. Exception for Roth Plans: the Withdrawal Rider (up to 100%) is available only with Single Life Plans.</p> <p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 40% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates. Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
Riders And Endorsements Attached To This Policy On The Policy Date	Policy Data Page	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue, as such, we will include the optional text "AND ENDORSEMENTS". Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 211-P102**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant's elections at the time of purchase of the Policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer Title & Signature	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Marketing Name	Cover Page	To allow for flexibility in changing the marketing name of this Policy.
Plan	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. All plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Traditional IRA• Inherited IRA• ROTH IRA• Inherited Roth IRA
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount and the payment frequency (Payment Mode).

		<p>Payment Mode: To allow for flexibility of changing the availability of payment modes. Currently, all payment modes are available: monthly, quarterly, semi-annual or annual.</p> <p><u>Reduction of income on joint life plans:</u> Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including <u>44 40%</u> and 99%. <u>Reduction of Income information that corresponds with the Annuity Income Payment option chosen is included in the text entries below.</u></p> <p>The following text entries for the Annuity Income Payment option and corresponding benefit description will display on the Policy Data Page based on the Income Option chosen:</p> <p><u>For Life Only Annuity</u></p> <ul style="list-style-type: none"> • Single Life Annuity [XXXXX] [mode], payable only while the Annuitant is living. • Joint Life and XXX100% Survivor Annuity [XXXXX] [mode], payable while both either Annuitants are is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. • <u>Joint Life and [XX%] Survivor Annuity (Reduction of Income)</u> <u>[XXXXX] [Monthly], payable while both Annuitants are living. [XXX] [Monthly], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.]</u> <p><u>For Life with Cash Refund</u></p> <ul style="list-style-type: none"> • Single Life Annuity with Cash Refund [XXXXX] [mode], payable while the Annuitant is living. If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one sum. If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). • Joint Life and 100% Survivor Annuity with Cash Refund [XXXXX] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one
--	--	--

		<p>sum.</p> <p>If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).</p> <p><u>For Life with Period Certain</u></p> <ul style="list-style-type: none"><p>Single Life Annuity with [XX] Years [XX] Months Period Certain [\$XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p><p>If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p><table><tr><td>Payments in Policy Years [1 through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 through 30]</td><td>[XX.XX]%</td></tr></table><p>Joint Life and 100100% Survivor Annuity with [XX] Years [XX] Months Period Certain [\$XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p><p>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p><table><tr><td>Payments in Policy Years [1 through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 through 30]</td><td>[XX.XX]%</td></tr></table>	Payments in Policy Years [1 through 5]	[XX.XX]%	Payments in Policy Years [6 through 10]	[XX.XX]%	Payments in Policy Years [11 through 20]	[XX.XX]%	Payments in Policy Years [21 through 30]	[XX.XX]%	Payments in Policy Years [1 through 5]	[XX.XX]%	Payments in Policy Years [6 through 10]	[XX.XX]%	Payments in Policy Years [11 through 20]	[XX.XX]%	Payments in Policy Years [21 through 30]	[XX.XX]%
Payments in Policy Years [1 through 5]	[XX.XX]%																	
Payments in Policy Years [6 through 10]	[XX.XX]%																	
Payments in Policy Years [11 through 20]	[XX.XX]%																	
Payments in Policy Years [21 through 30]	[XX.XX]%																	
Payments in Policy Years [1 through 5]	[XX.XX]%																	
Payments in Policy Years [6 through 10]	[XX.XX]%																	
Payments in Policy Years [11 through 20]	[XX.XX]%																	
Payments in Policy Years [21 through 30]	[XX.XX]%																	

		<p><u>Joint Life and [XX%] Survivor Annuity With [20] Years and [0] Months Period Certain (Reduction of Income)</u></p> <p><u>[\$XXXX] [Monthly], payable while both Annuitant are living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [Monthly], payable after [XX] Years [XX] Months or after the death of either Annuitant, whichever is later.</u></p> <p><u>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies).]</u></p> <p><u>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</u></p> <p><u>Payments in Policy Years [1 Through 5] [3.30]%</u> <u>Payments in Policy Years [6 Through 10] [4.76]%</u> <u>Payments in Policy Years [11 Through 20] [5.45]%</u> <u>Payments in Policy Years [21 Through 30] [5.xx]%</u></p> <p>For the Life with Guaranteed Period option, Years and Months are the periods for which Annuity Income Payment is guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.</p> <p>Guaranteed Period: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p><u>For Life With Installment Refund</u></p> <ul style="list-style-type: none"> Single Life Annuity with Installment Refund \$[1,390.00] [Monthly], payable while the Annuitant is living. If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid. If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments
--	--	---

		<p>are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <table><tr><td>Payments in Policy Years [1 Through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 Through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 Through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 Through 30]</td><td>[XX.XX]%</td></tr></table> <ul style="list-style-type: none">Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [Monthly], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates: <table><tr><td>Payments in Policy Years [1 Through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 Through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 Through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 Through 30]</td><td>[XX.XX]%</td></tr></table> <p><u>For Life Annuity With Percent of Premium Death Benefit</u></p> <ul style="list-style-type: none">Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living. Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant.Joint Life and [XX]% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease after the death of the last surviving Annuitant. Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.	Payments in Policy Years [1 Through 5]	[XX.XX]%	Payments in Policy Years [6 Through 10]	[XX.XX]%	Payments in Policy Years [11 Through 20]	[XX.XX]%	Payments in Policy Years [21 Through 30]	[XX.XX]%	Payments in Policy Years [1 Through 5]	[XX.XX]%	Payments in Policy Years [6 Through 10]	[XX.XX]%	Payments in Policy Years [11 Through 20]	[XX.XX]%	Payments in Policy Years [21 Through 30]	[XX.XX]%
Payments in Policy Years [1 Through 5]	[XX.XX]%																	
Payments in Policy Years [6 Through 10]	[XX.XX]%																	
Payments in Policy Years [11 Through 20]	[XX.XX]%																	
Payments in Policy Years [21 Through 30]	[XX.XX]%																	
Payments in Policy Years [1 Through 5]	[XX.XX]%																	
Payments in Policy Years [6 Through 10]	[XX.XX]%																	
Payments in Policy Years [11 Through 20]	[XX.XX]%																	
Payments in Policy Years [21 Through 30]	[XX.XX]%																	

		<ul style="list-style-type: none"> • <u>Joint Life and [XX%] Survivor Annuity With Percent of Premium Death Benefit (Reduction of Income)</u> <u>[\$XXXX] [Monthly], payable while both Annuitants are living. [\$XXX] [Monthly], payable after the death of either Annuitant. Annuity Income Payments will cease upon the death of the last surviving Annuitant.]</u> <u>Death Benefit: [\$XXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.]</u> <p>Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.</p> <p>Primary and [XX%] Secondary Joint Life Annuity [\$XXXX] [mode], payable while the Primary Annuitant is living. [\$XXX] [mode], payable after the death of the Primary Annuitant and while the Secondary Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.</p> <p>While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will receive a percentage of the Annuity Income Payment amount as specified.</p> <p>Primary and [XX%] Secondary Joint Life Annuity With [XX] Years and [XX] Months Period Certain [\$XXXX] [mode], payable while the Primary Annuitant is living or for [XX] Years and [XX] Months, whichever is later. [\$XXX] [mode], payable after [XX] Years and [XX] Months or after the death of the Primary Annuitant, whichever is later, while the Secondary Annuitant is living. Annuity Income Payments will continue for at least [XX] Years and [XX] Months.</p> <p>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies) upon the death of the last surviving Annuitant.</p> <p>While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will continue to receive 100% of the Annuity Income Payments during the guaranteed period and thereafter a percentage of the Annuity Income</p>
--	--	---

		<p>Payment amount as specified.</p> <p>Upon death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <p style="text-align: center;"> Payments in Policy Years [1 Through 5] [XX.XX]% Payments in Policy Years [6 Through 10] [XX.XX]% Payments in Policy Years [11 Through 20] [XX.XX]% Payments in Policy Years [21 Through 30] [XX.XX]% </p> <p>For Primary and [XX%] Secondary Joint Life Annuity with [XX] Years and [XX] Months Period Certain, Years and Months are the periods for which Annuity Income Payment is guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.</p> <p>Guaranteed Period: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p>The following further clarifies the language for the commuted value above under each applicable Income Payment Option. Life with Period Certain, Life With Installment Refund and Primary and Secondary Joint Life Annuity With Period Certain:</p> <p>Interest rates shown are those used to calculate the commutation values of any guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
Annual Increase Option	Policy Data Page	To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The currently available percentages for this option are any whole number between and including 1% through 10%. The percentage range for this option is any whole number between and including 1% and 20%.
Changing Needs Rider Option Selected	Policy Data Page	To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.

Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider Option is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>If the policy is issued on a non-tax qualified basis or a single life Roth IRA, the last sentence of this rider description will include the phrase “remainder of the Guaranteed Period.”</p> <p>If the policy is issued on a tax-qualified basis, the last sentence of this rider description will include the phrase “life of the Policy” and reference to the 40% Withdrawal Rider.</p>
Withdrawal Rider Title And Associated Parenthetical Language	Policy Data Page	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit chosen.</p> <p>If the 40% Withdrawal Rider is included in the policy, the following will display:</p> <p>[40% WITHDRAWAL RIDER] (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of the guaranteed values is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER] (See next page for rider information)]</p>
Withdrawal Rider Information	Policy Data Page	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider based on the following criteria:</p> <p><u>40% Withdrawal Rider</u> The 40% Withdrawal Benefit Rider information will display as follows: Available with Life Annuity – qualified & non-qualified plans. Also available with Life with Cash Refund, Life with Guaranteed Periods, Primary and Secondary Joint Life, Primary and Secondary Joint Life With Guaranteed Period and Life with Installment Refund - qualified plans only. Life With Percent Of Premium death –non qualified plans only. Exception, for Roth Plans: the 40% Withdrawal Rider is available only with Joint Plans.</p> <p>Available Effective Withdrawal Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u></p>

		<p>The Withdrawal Benefit Rider (up to 100%) Information will display as follows: Available with Life with Cash Refund, Life with Guaranteed Periods, and Life with Installment Refund, non-qualified plans only. Exception for Roth Plans: the Withdrawal Rider (up to 100%) is available only with Single Life Plans.</p> <p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 40% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates. Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
Riders And Endorsements Attached To This Policy On The Policy Date	Policy Data Page	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue, as such, we will include the optional text "AND ENDORSEMENTS". Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
All other bracketed items are John Doe information.		

<i>SERFF Tracking Number:</i>	<i>NYLA-127130309</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>49124</i>
<i>Company Tracking Number:</i>	<i>211-P102</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Guaranteed Lifetime Income Annuity</i>		
<i>Project Name/Number:</i>	<i>Guaranteed Lifetime Income Annuity/211-P102</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/23/2011	Supporting	Statement of Variability Document	07/05/2011	SOV-206-310 (09-2011).pdf SOV-211-E102.pdf SOV-211-E103.pdf SOV-211-P102.pdf (Superceded) SOV-211-R103.pdf SOV-211-R107.pdf

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Individual Single Premium Immediate Fixed Annuity Policy
Form Number: 211-P102**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text are provided. The actual Policy Data Page a policy owner receives will reflect only the information based on the Applicant's elections at the time of purchase of the Policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
Annuitant Name Policy Number Policy Date	Cover Page & Data Page	This section will reflect the applicable information for each Policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
Executive Office/Home Office Addresses	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
NYLIAC Officer Title &Signature	Cover Page	To facilitate changes to the officer's signature(s) and/or title(s) should NYLIAC's officers change. The signatures and titles are those in effect at the time of this form filing.
Customer Service Phone Number	Cover Page	To facilitate changes to the toll-free telephone numbers applicable to NYLIAC's various customer service offices.
Marketing Name	Cover Page	To allow for flexibility in changing the marketing name of this Policy.
Plan	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. All plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Traditional IRA• Inherited IRA• ROTH IRA• Inherited Roth IRA
Single Premium	Policy Data Page	To allow for the flexibility of changing the premium amount used to purchase the Policy. The minimum single premium payment the Corporation will accept is \$10,000. The Premium payment range is between and including \$5,000 – \$20,000,000.
Annuity Income Payment Option	Policy Data Page	To allow for the flexibility of displaying the Annuity Income Payment option selected by the applicant at the time of purchase of this annuity. This includes the benefit language, dollar amount and the payment frequency (Payment Mode).

		<p>Payment Mode: To allow for flexibility of changing the availability of payment modes. Currently, all payment modes are available: monthly, quarterly, semi-annual or annual.</p> <p><u>Reduction of income on joint life plans:</u> Reduction of income is available for all but the Life with Cash Refund and Life with Installment Refund options. The available percentages are between and including 44% and 99%.</p> <p>The following text entries for the Annuity Income Payment option and corresponding benefit description will display on the Policy Data Page based on the Income Option chosen:</p> <p><u>For Life Only Annuity</u></p> <ul style="list-style-type: none"> • Single Life Annuity [\$XXXX] [mode], payable only while the Annuitant is living. • Joint Life and [XXX]% Survivor Annuity [\$XXXX] [mode], payable while both Annuitants are living. Annuity Income Payments will cease upon the death of the last surviving Annuitant. <p><u>For Life with Cash Refund</u></p> <ul style="list-style-type: none"> • Single Life Annuity with Cash Refund [\$XXXX] [mode], payable while the Annuitant is living. If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one sum. If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies). • Joint Life and 100% Survivor Annuity with Cash Refund [\$XXXX] [mode], payable while either Annuitant is living. If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the difference will be paid to the Beneficiary(ies) in one sum. If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).
--	--	---

		<p><u>For Life with Period Certain</u></p> <ul style="list-style-type: none"><p>Single Life Annuity with [XX] Years [XX] Months Period Certain [XXXX] [mode], payable while the Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p><p>If the Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p><table><tr><td>Payments in Policy Years [1 through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 through 30]</td><td>[XX.XX]%</td></tr></table><p>Joint Life and [XX]% Survivor Annuity with [XX] Years [XX] Months Period Certain [XXXX] [mode], payable while either Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p><p>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease, and no amount is payable to the Beneficiary(ies).</p><p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p><table><tr><td>Payments in Policy Years [1 through 5]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [6 through 10]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [11 through 20]</td><td>[XX.XX]%</td></tr><tr><td>Payments in Policy Years [21 through 30]</td><td>[XX.XX]%</td></tr></table> <p>For the Life with Guaranteed Period option, Years and Months are the periods for which Annuity Income Payment is guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.</p> <p>Guaranteed Period: The available guaranteed periods are any whole number between</p>	Payments in Policy Years [1 through 5]	[XX.XX]%	Payments in Policy Years [6 through 10]	[XX.XX]%	Payments in Policy Years [11 through 20]	[XX.XX]%	Payments in Policy Years [21 through 30]	[XX.XX]%	Payments in Policy Years [1 through 5]	[XX.XX]%	Payments in Policy Years [6 through 10]	[XX.XX]%	Payments in Policy Years [11 through 20]	[XX.XX]%	Payments in Policy Years [21 through 30]	[XX.XX]%
Payments in Policy Years [1 through 5]	[XX.XX]%																	
Payments in Policy Years [6 through 10]	[XX.XX]%																	
Payments in Policy Years [11 through 20]	[XX.XX]%																	
Payments in Policy Years [21 through 30]	[XX.XX]%																	
Payments in Policy Years [1 through 5]	[XX.XX]%																	
Payments in Policy Years [6 through 10]	[XX.XX]%																	
Payments in Policy Years [11 through 20]	[XX.XX]%																	
Payments in Policy Years [21 through 30]	[XX.XX]%																	

		<p>and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p><u>For Life With Installment Refund</u></p> <ul style="list-style-type: none"> <p>Single Life Annuity with Installment Refund \$[1,390.00] [Monthly], payable while the Annuitant is living.</p> <p>If the Annuitant dies before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency, payable to the Beneficiary, until the total payments equal the premium paid.</p> <p>If the Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).</p> <p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <table> <tr> <td>Payments in Policy Years [1 Through 5]</td> <td>[XX.XX]%</td> </tr> <tr> <td>Payments in Policy Years [6 Through 10]</td> <td>[XX.XX]%</td> </tr> <tr> <td>Payments in Policy Years [11 Through 20]</td> <td>[XX.XX]%</td> </tr> <tr> <td>Payments in Policy Years [21 Through 30]</td> <td>[XX.XX]%</td> </tr> </table> <p>Joint Life and 100% Survivor Annuity with Installment Refund \$[1,250] [Monthly], payable while either Annuitant is living.</p> <p>If both Annuitants die before the sum of the Annuity Income Payments received equals the premium paid, the Annuity Income Payments will continue at the scheduled frequency payable to the Beneficiary, until the total payments equal the premium paid.</p> <p>If the last surviving Annuitant dies after the sum of the Annuity Income Payments received equals or exceeds the premium paid, no amount is payable to the Beneficiary(ies).</p> <p>Upon the death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <table> <tr> <td>Payments in Policy Years [1 Through 5]</td> <td>[XX.XX]%</td> </tr> <tr> <td>Payments in Policy Years [6 Through 10]</td> <td>[XX.XX]%</td> </tr> <tr> <td>Payments in Policy Years [11 Through 20]</td> <td>[XX.XX]%</td> </tr> <tr> <td>Payments in Policy Years [21 Through 30]</td> <td>[XX.XX]%</td> </tr> </table> 	Payments in Policy Years [1 Through 5]	[XX.XX]%	Payments in Policy Years [6 Through 10]	[XX.XX]%	Payments in Policy Years [11 Through 20]	[XX.XX]%	Payments in Policy Years [21 Through 30]	[XX.XX]%	Payments in Policy Years [1 Through 5]	[XX.XX]%	Payments in Policy Years [6 Through 10]	[XX.XX]%	Payments in Policy Years [11 Through 20]	[XX.XX]%	Payments in Policy Years [21 Through 30]	[XX.XX]%
Payments in Policy Years [1 Through 5]	[XX.XX]%																	
Payments in Policy Years [6 Through 10]	[XX.XX]%																	
Payments in Policy Years [11 Through 20]	[XX.XX]%																	
Payments in Policy Years [21 Through 30]	[XX.XX]%																	
Payments in Policy Years [1 Through 5]	[XX.XX]%																	
Payments in Policy Years [6 Through 10]	[XX.XX]%																	
Payments in Policy Years [11 Through 20]	[XX.XX]%																	
Payments in Policy Years [21 Through 30]	[XX.XX]%																	

		<p><u>For Life Annuity With Percent of Premium Death Benefit</u></p> <ul style="list-style-type: none"> <p>Single Life Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable only while the Annuitant is living.</p> <p>Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the Annuitant.</p> <p>Joint Life and [XX]% Survivor Annuity With Percent of Premium Death Benefit [\$XXXX] [mode], payable while either Annuitant is living. Annuity Income Payments will cease after the death of the last surviving Annuitant.</p> <p>Death Benefit: [\$XXXXX] ([XX%] of the Premium Paid), payable to the Beneficiary upon the death of the last surviving Annuitant.</p> <p>Available percentages for death benefit with both single and joint life options are 25% and 50% of Premium Paid.</p> <p>Primary and [XX%] Secondary Joint Life Annuity [\$XXXX] [mode], payable while the Primary Annuitant is living.</p> <p>[\$XXX] [mode], payable after the death of the Primary Annuitant and while the Secondary Annuitant is living. Annuity Income Payments will cease upon the death of the last surviving Annuitant.</p> <p>While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will receive a percentage of the Annuity Income Payment amount as specified.</p> <p>Primary and [XX%] Secondary Joint Life Annuity With [XX] Years and [XX] Months Period Certain [\$XXXX] [mode], payable while the Primary Annuitant is living or for [XX] Years and [XX] Months, whichever is later.</p> <p>[\$XXX] [mode], payable after [XX] Years and [XX] Months or after the death of the Primary Annuitant, whichever is later, while the Secondary Annuitant is living. Annuity Income Payments will continue for at least [XX] Years and [XX] Months.</p> <p>If the last surviving Annuitant dies before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of</p>
--	--	--

		<p>the guaranteed period. If the last surviving Annuitant dies after the guaranteed period ends, Annuity Income Payments will cease and no amount is payable to the Beneficiary(ies) upon the death of the last surviving Annuitant.</p> <p>While the Primary Annuitant is living, the Payee(s) will receive 100% of the Annuity Income Payments. If the Primary Annuitant dies while the Secondary Annuitant is living, the Payee(s) will continue to receive 100% of the Annuity Income Payments during the guaranteed period and thereafter a percentage of the Annuity Income Payment amount as specified.</p> <p>Upon death of the Annuitant(s), if any guaranteed Annuity Income Payments are paid to a Beneficiary in one sum, the present value of those payments will be calculated based on the following schedule of interest rates:</p> <p style="text-align: center;"> Payments in Policy Years [1 Through 5] [XX.XX]% Payments in Policy Years [6 Through 10] [XX.XX]% Payments in Policy Years [11 Through 20] [XX.XX]% Payments in Policy Years [21 Through 30] [XX.XX]% </p> <p>For Primary and [XX%] Secondary Joint Life Annuity with [XX] Years and [XX] Months Period Certain, Years and Months are the periods for which Annuity Income Payment is guaranteed and will vary based on what NYLIAC makes available and what the Applicant elects.</p> <p>Guaranteed Period: The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for the guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.</p> <p>The following further clarifies the language for the commuted value above under each applicable Income Payment Option. Life with Period Certain, Life With Installment Refund and Primary and Secondary Joint Life Annuity With Period Certain:</p> <p>Interest rates shown are those used to calculate the commutation values of any guaranteed Annuity Income Payments upon death. The rate is typically the rate(s) at issue plus one percent (1%). Only those Policy years and corresponding rates applicable to the issued Policy will display.</p> <p>Interest rate durations under the schedule of interest rates used to calculate the present value of Annuity Income Payments upon death may change and are bracketed to allow for flexibility in modifying such durations.</p>
--	--	---

Annual Increase Option	Policy Data Page	To allow for the flexibility of displaying this information when the Annual Increase Option is offered by NYLIAC and elected by the applicant at time of purchase of this annuity. The currently available percentages for this option are any whole number between and including 1% through 10%. The percentage range for this option is any whole number between and including 1% and 20%.
Changing Needs Rider Option Selected	Policy Data Page	To allow for the flexibility of displaying this information when the Changing Needs Rider Option is elected by the Applicant at time of purchase of this annuity.
Income Enhancement Option Rider Selected	Policy Data Page	<p>To allow for the flexibility of displaying this information when the Income Enhancement Option Rider Option is elected by the Applicant at time of purchase of this annuity.</p> <p>The interest rates for the beginning index and ending index will print in this section. These rates are calculated based on the interest rate index described in the rider. If the Federal Reserve terminates this index at some future date, we will select an appropriate replacement index based on industry standards at the time of the change.</p> <p>If the policy is issued on a non-tax qualified basis or a single life Roth IRA, the last sentence of this rider description will include the phrase “remainder of the Guaranteed Period.”</p> <p>If the policy is issued on a tax-qualified basis, the last sentence of this rider description will include the phrase “life of the Policy” and reference to the 40% Withdrawal Rider.</p>
Withdrawal Rider Title And Associated Parenthetical Language	Policy Data Page	<p>To allow for the flexibility of displaying the title of the appropriate Withdrawal Rider on the Policy Data Page based the plan type and annuity benefit chosen.</p> <p>If the 40% Withdrawal Rider is included in the policy, the following will display:</p> <p>[40% WITHDRAWAL RIDER (See next page for rider information)]</p> <p>If the Withdrawal Rider that allows commutation of the guaranteed values is included in the policy, the following will display:</p> <p>[WITHDRAWAL RIDER (See next page for rider information)]</p>
Withdrawal Rider Information	Policy Data Page	<p>To allow for the flexibility of displaying the Withdrawal Rider benefit information that corresponds with the applicable rider based on the following criteria:</p> <p><u>40% Withdrawal Rider</u> The 40% Withdrawal Benefit Rider information will display as follows: Available with Life Annuity – qualified & non-qualified plans. Also available with Life with Cash Refund, Life with Guaranteed Periods, Primary and Secondary Joint Life, Primary and Secondary Joint</p>

		<p>Life With Guaranteed Period and Life with Installment Refund - qualified plans only. Life With Percent Of Premium death –non qualified plans only. Exception, for Roth Plans: the 40% Withdrawal Rider is available only with Joint Plans.</p> <p>Available Effective Withdrawal Dates: This section will display the dates that represent the 5th, 10th and 15th anniversary of the Annuity Commencement Date.</p> <p><u>Withdrawal Benefit Rider (up to 100%)</u> The Withdrawal Benefit Rider (up to 100%) Information will display as follows: Available with Life with Cash Refund, Life with Guaranteed Periods, and Life with Installment Refund, non-qualified plans only. Exception for Roth Plans: the Withdrawal Rider (up to 100%) is available only with Single Life Plans.</p> <p>Guaranteed Period on the Policy Date: This will display the number of years and months that correlate with the number of years and months indicated in the Annuity Income Payment section of the Policy Data Page.</p> <p><u>Applicable to both the 40% Withdrawal Rider and the Withdrawal Rider (up to 100%)</u> Interest rates for discounting payments: Only the Policy year range(s) and associated discount rate(s) applicable to the issued Policy will display. The discount rates shown are determined using the rate(s) at issue plus 1%. The Interest Rate Change Adjustment will further adjust these rates. Interest rate durations under the schedule of interest rates used to discount payments under the Withdrawal Benefit may change and are bracketed to allow for flexibility in modifying such durations.</p>
Riders And Endorsements Attached To This Policy On The Policy Date	Policy Data Page	<p>To allow for flexibility should the Corporation choose to list Riders that may be attached to each issued policy. The Corporation may also reflect any applicable Policy endorsements attached at Policy issue, as such, we will include the optional text “AND ENDORSEMENTS”. Should the Corporation file and receive approval for any Riders or Endorsements for use with this Policy at a future date, we may display the applicable Rider or Endorsement in this section for new issues of the Policy.</p>
All other bracketed items are John Doe information.		